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\*\*E-filed 3/1/06\*\*

Attorney for Defendant  
 Seoria Signars Lema

UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 SAN JOSE DIVISION

SUN MIRCROSYSTEMS, INC.; SUN  
 MICROSYSTEMS, INC. TAX DEFERRED  
 RETIREMENT SAVINGS PLAN,

Plaintiffs,

vs.

SEORIA SIGNARS LEMA; MICHAEL-  
 ANTHONY LAWRENCE LEMA; DAVID  
 THOMAS LEMA; GABRIELLE LYNN  
 LEMA; PAUL PHILLIP LEMA; PAULA  
 SARAH LEMA; and TOMICA ANN  
 PARHAM-LEMA,

Defendants.

) Case No. 5:04-cv-04968-JF  
 )  
 ) **REQUEST FOR DISTRIBUTION**  
 ) **OF FUNDS; PROPOSED ORDER**

**REQUEST FOR DISTRIBUTION OF FUNDS**

1. On November 2, 2005, Plaintiffs deposited with this honorable Court a check in the amount of \$118,953.60 (the "Interpleaded Funds"). Such amount represented the amount of benefits standing in the account of Michael H. Lema under the Sun Microsystems, Inc. Tax Deferred Retirement Saving Account, less \$11,152.46 in attorneys fees previously assessed by this Honorable Court against the Interpleaded Funds.

1 2. On February 2, 2006, this Honorable Court issued its order granting summary judgment in  
2 favor of Seaoria Singars Lema ("Seaoria"), declaring Seaoria the sole beneficiary of the Interpleaded  
3 Funds. Also on February 2, 2006, this Honorable Court entered judgment in favor of Seaoria in  
4 accordance with its order granting summary judgment in Seaoria's favor.

5 3. On February 22, 2006, Loren Nizinski, attorney for defendants David Thomas Lema,  
6 Gabrielle Lyn Lema, Paul Phillip Lema, Paula Sarah Lema and Tomica Ann Parham-Lema (the  
7 "Other Defendants") and Jonathan Kaplan, attorney for Seaoria executed an agreement (attached  
8 hereto as Exhibit "A") whereby the Other Defendants relinquished there right to appeal the Court's  
9 order and judgment in favor of Seaoria in exchange for Seaoria relinquishing her right to move for  
10 costs and attorneys' fees in this action.

11 WHEREFORE, Defendant Seaoria Signars Lema respectfully prays:

12 1. That this Honorable Court issue a check in the full amount of the Interpleaded Funds now  
13 remaining with the Court to Seaoria Singars Lema in care of her attorney, Jonathan M. Kaplan, 2502  
14 Stevens Creek Blvd., San Jose, CA 95128.

15  
16 Dated: 2/28/06

  
By: JONATHAN M. KAPLAN

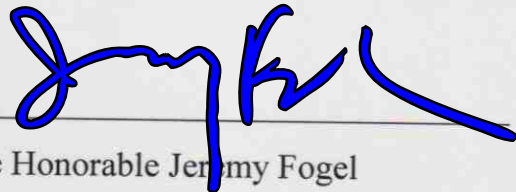
Attorney for Defendant Seaoria Signars Lema

**PROPOSED ORDER**

“The Court hereby orders:

Pursuant to the Court’s order dated February 2, 2006, all funds currently held by the Court in the matter of Sun Microsystems, Inc. v. Lema, Case No. 5:04-cv-04968-JF, be distributed to Defendant Seaoria Signars Lema.

Dated: March 1, 2006



The Honorable Jeremy Fogel  
U.S. District Court Judge

## **EXHIBIT A**

The Law Office of  
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February 22, 2006

Loren Nizinski, Esq.  
14622 Victory Boulevard, Second Floor  
Van Nuys, California 91411


Dear Mr. Nizinski:

This letter is to confirm the following agreement between the parties: In exchange for Seoria Signars Lema relinquishing her right to move for attorney's fees and costs in the matter styled Sun Microsystems, Inc., v. Seoria Signars Lema, et. al., Case No. 5:04-cv-04968-JF, your clients, David Thomas Lema, Gabrielle Lynn Lema, Paul Phillip Lema, Paula Sarah Lema and Tomica Ann Parham-Lema agree to relinquish their right to appeal Judge Fogel's Order (1) granting motion for summary judgment of Seoria Signars Lema, and (2) denying cross-motion of David Thomas Lema, Gabrielle Lyn Lema, Paul Phillip Lema, Paula Sarah Lema, and Tomica Ann Parham-Lema and Judge Fogel's entry of Judgment dated February 2, 2006.


If the foregoing accurately reflects your understanding of the agreement, please sign and date where indicated below.

It has truly been a pleasure working with you on this matter and I look forward to doing so again in the future.

Very truly yours,

  
Jonathan M. Kaplan

Understood and agreed:

By:   
Loren Nizinski

Date: 2/22/06